

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF GEORGIA
ALBANY DIVISION

In re: : BANKRUPTCY CASE
: :
W.M. Hall's Farm, Inc., a/k/a Daisey Hall : NO: 04-12556 jtl
Thomas :
: :
Debtor(s) : CHAPTER 12
:

NOTICE OF HEARING

WALTER W. KELLEY, CHAPTER 7 TRUSTEE, HAS FILED A MOTION TO SELL REAL ESTATE AT PUBLIC AUCTION OUTSIDE THE ORDINARY COURSE OF BUSINESS PURSUANT TO 11 U.S.C. §363(b) and 11 U.S.C. §363(f), FREE AND CLEAR OF ALL LIENS, ENCUMBRANCES, MORTGAGES SECURITY INTERESTS, CHARGES AND CLAIMS OF EVERY KIND AND DESCRIPTION, KNOWN AND UNKNOWN, WITH ALL VALID LIENS TO ATTACH TO THE PROCEEDS.

YOUR RIGHTS MAY BE AFFECTED. YOU SHOULD READ THESE PAPERS CAREFULLY AND DISCUSS THEM WITH YOUR ATTORNEY, IF YOU HAVE ONE IN THIS BANKRUPTCY CASE. (IF YOU DO NOT HAVE AN ATTORNEY, YOU MAY WISH TO CONSULT ONE.).

IF YOU DO NOT WANT THE COURT TO GRANT THE TRUSTEE'S MOTION, OR IF YOU WANT THE COURT TO CONSIDER YOUR VIEWS, THEN YOU OR YOUR ATTORNEY MUST FILE WITH THE COURT A WRITTEN REQUEST FOR A HEARING ON OR BEFORE **JANUARY 4, 2010**. IF ANY OBJECTIONS ARE FILED, THE HEARING WILL BE HELD **JANUARY 27, 2009, AT 10:30 A.M. AT THE U. S. COURTHOUSE & POST OFFICE BUILDING, 401 N. PATTERSON STREET, VALDOSTA, GEORGIA.**

IF YOU MAIL YOUR REQUEST TO THE COURT FOR FILING, YOU MUST MAIL IT EARLY ENOUGH SO THE COURT WILL **RECEIVE** IT ON OR BEFORE THE DATE STATED ABOVE. THE REQUEST SHOULD BE MAILED TO THE UNITED STATES BANKRUPTCY COURT, P. O. Box 2147, COLUMBUS, GEORGIA 31902.

ANY REQUEST FOR A HEARING MUST ALSO BE MAILED TO THE MOVING PARTY AND UPON ALL OTHER PERSONS INDICATED ON THE CERTIFICATE OF SERVICE ATTACHED TO THIS PLEADING.

IF YOU OR YOUR ATTORNEY DO NOT TAKE THESE STEPS, THE COURT MAY DECIDE THAT YOU DO NOT OPPOSE THE RELIEF SOUGHT IN THE MOTION OR OBJECTION AND MAY ENTER AN ORDER GRANTING THAT RELIEF.

THE 3rd DAY OF DECEMBER, 2009.

/s/ Walter W. Kelley _____
Walter W. Kelley
Chapter 12 Trustee
P.O. Box 70879
Albany, GA 31708
(229) 888-9128

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF GEORGIA
ALBANY DIVISION

In re: : BANKRUPTCY CASE
:
W.M.Hall's Farm, Inc., a/k/a Daisey Hall Thomas : NO: 04-12556 jtl
:
: CHAPTER 12
Debtor(s) :

**MOTION BY WALTER W. KELLEY, TRUSTEE, TO SELL REAL ESTATE AT PUBLIC AUCTION
OUTSIDE THE ORDINARY COURSE OF BUSINESS PURSUANT TO 11 U.S.C. §363(b) AND 11
U.S.C. §363(f), FREE AND CLEAR OF ALL LIENS, ENCUMBRANCES, MORTGAGES, SECURITY
INTERESTS, CHARGES AND CLAIMS OF EVERY KIND AND DESCRIPTION, KNOWN AND
UNKNOWN, WITH ALL VALID LIENS TO ATTACH TO THE PROCEEDS.**

COMES NOW Walter W. Kelley, Trustee in the above-referenced case, and shows as follows:

-1-

The Debtor filed a voluntary petition pursuant to Chapter 12 of the United States Bankruptcy Code on November 1, 2004, in the United States Bankruptcy Court for the Middle District of Georgia, Albany Division. Walter W. Kelley is the duly appointed and acting Trustee in this case.

-2-

This is a core proceeding as that term is defined at 28 U.S.C. 157 (b)(2)(A)(M)(O). Further, the Trustee brings this motion pursuant to 11 U.S.C. §363 (b) (f), Bankruptcy Rule 6004 and LBR 6004-1 to sell all of his right, title and interest in the remaining real estate of the debtor. The sale will be free and clear of all mortgages, security interests, liens, encumbrances, charges, claims of every kind and description whether known or unknown. Any valid and perfected mortgage, security interest, or other lien will attach to the proceeds of the sale with the same priority it now enjoys. The motion is in furtherance of this Court's order dated 2/7/08 wherein the Trustee was authorized to liquidate this remaining real property.

-3-

The Debtor is the owner of the following described real estate located in Dougherty County Georgia:
5002 Barrington Drive, Albany, GA 31721.

-4-

A complete legal description of the property is as follows:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN DOUGHERTY COUNTY, GEORGIA BEING DESIGNATED AS LOT 54, HIDDEN LAKES SUBDIVISION, SECTION TWO, AS PER PLAT RECORDED IN PLAT CABINET 1,SLIDE B-87, DOUGHERTY COUNTY, GEORGIA RECORDS,

WHICH RECORDED PLAT IS INCORPORATED HEREIN BY REFERENCE AND MADE A PART OF THIS DESCRIPTION.

-5-

The liens of record relating to each property and approximate payoffs as of December 1, 2009, are as follows:

a) Robert L. Leach, Deed to Secure Debt by W.M Hall's Farm Inc., Deed Book 2724, Page 298, Principal sum of \$50,000.00. (2nd)

Payoff - \$75,000.00

b) Bank of Dawson – Deed to Secure Debt by W.M Hall's Farm Inc., Deed Book 2444, Page, Principal sum of \$250,075.00. (1st)

Payoff – \$16,198.74 (interest= \$3.05 per day)

The following Dougherty County Taxes are due (valid thru 12/20/09):

a)	2004	\$4,557.02
b)	2005	\$6,978.38
c)	2006	\$6,445.77
d)	2007	\$6,109.18
e)	2008	\$5,604.14
f)	<u>2009</u>	<u>\$4,575.12</u>

TOTAL \$34,269.61

-6-

It is the Trustee's intention to aggressively market the property and to sell it at auction.

-7-

If there is any personal property of the debtor, the Trustee does not intend to include those items in the auction sale.

-8-

The Trustee desires to sell the aforesaid property at auction to the highest bidder through Rowell Auctions, Inc. The auctioneer's fee is a 10% buyer's premium that will be added to the buyer's bid price plus reimbursement of out-of-pocket expense that is estimated to be \$5,681.38. Copies of Rowell Auctions, Inc.'s "*Auction Listing Contract With Exclusive Right to Sell*" describing its compensation is attached as Exhibit "A." Rowell Auctions, Inc.'s "*Auction Promotion Schedule*" describing the budget of expected costs of advertising and other sale-related expenses is attached as Exhibit "B."

The Trustee believes it will be in the best interest of the Debtor's estate and all of the creditors that this property be sold via auction.

By failing to object to the proposed sale, any creditor asserting a lien against these proceeds waives any objection to the sale and authorizes the Trustee to execute whatever documents are necessary in order to transfer clear title to the above property.

All property sold will be sold free and clear of liens but all valid and enforceable liens and security interests will attach to the sale proceeds.

WHEREFORE, THE TRUSTEE PRAYS FOR AN ORDER:

(a) Allowing the above-described auction sale;

(b) Authorizing the above property be sold free and clear of liens. All valid liens, if any, shall attach to the sale proceeds and such liens may be paid at closing. The Debtor shall cooperate with the Trustee and the Auction Company and its employees in connection with the sale, including, but not limited to all pre-sale preparation and activities, providing full and complete access to the real property and allowing the sale to be conducted on the Debtors' real estate.

(c) That any compensation and reimbursement of expenses to Rowell Auctions, Inc. is subject to approval by this Court. Conditioned on such approval, Rowell Auctions, Inc. may be paid directly from the sale proceeds consistent with the order authorizing its compensation.

(d) That the Trustee may reject any bid or offer that the Trustee believes is not in the best interests of the estate.

(e) For such other and further relief as the Court deems just and proper.

This, the 3rd day of December, 2009.

Respectfully submitted,

/s/ Walter W. Kelley
Walter W. Kelley
Chapter 12 Trustee



ROWELL AUCTIONS, INC.
 1303 4th Street, SW, P.O. Box 3428
 Moultrie, Georgia 31776
 229-985-8388 -- toll free 800-323-8388

AUCTION LISTING CONTRACT WITH EXCLUSIVE RIGHT TO SELL

This contract made this _____ day of _____, 20____, between the following parties: Walter W. Kelley as Chapter 12 Trustee for Daisey Hall Thomas (Case Number 04-12557) hereinafter called "Seller" (the term "Seller" to include the neuter, masculine, and feminine genders, the singular and the plural) of that certain real property more particularly described in Exhibit "A" attached hereto and incorporated herein by reference ("the Property"), and ROWELL AUCTIONS, INC., 1303 4th Street, SW, P.O. Box 3428, Moultrie, GA 31776 herein called "Auctioneer/Broker".

1. STATEMENT OF EMPLOYMENT:

Seller hereby employs Auctioneer/Broker to sell the Property upon the terms and conditions set forth in this contract and grant to Auctioneer/Broker the exclusive right to sell the real property during the term of this contract. This contract shall commence when Auctioneer/Broker and Seller have signed this contract and shall continue through and include auction sale date, provided that, in the event that the highest bid received at the auction sale is not acceptable, Seller agrees to grant Auctioneer/Broker the sole, exclusive and irrevocable right to sell the within described property at private sale for a period of 180 days for a list price to be agreed upon by the parties hereto immediately after the auction sale, and the parties shall exercise a good faith effort to reach such agreed upon price at said time.

2. TIME AND PLACE OF AUCTION SALE:

The auction is to be held online within 60 days approval of the Auction and the employment of Rowell Auctions, Inc by the United States Bankruptcy Court.

3. COMPENSATION OF AUCTIONEER/BROKER:

(a) Auctioneer/Broker shall be compensated in the form of a 10% Buyer's Premium added to the buyer's bid price. Seller also agrees to pay the advertising and promotional costs and any other costs set forth hereinafter. It is agreed that Auctioneer/Broker may deduct their fees and unpaid costs from the total sales proceeds at closing whether the Purchaser is secured by the Auctioneer/Broker, by the Seller, by the Auction, or by any other person or means. If the Property is sold by means other than auction during the exclusive listing period described in Paragraph 1 above, then the purchase price stated in the pertinent sales and purchase agreement shall be inclusive of a 10% commission to be paid to Auctioneer/Broker from the sales proceeds.

(b) Seller shall be responsible for said advertising and promotional expenses in the amount of Five Thousand Six Hundred Eighty One and 38/100 DOLLARS (\$5681.38), payable from the proceeds of the auction. Detailed Budget Attached as Exhibit "B"

4. DUTIES AND OBLIGATIONS OF AUCTIONEER/BROKER:

Auctioneer/Broker shall use its best efforts to obtain the highest available bid for the Property at the auction sale and to endeavor to have the high bidder submit a written offer in the form a deposit receipt conforming to the high bid. It is expressly agreed and understood, however, that Auctioneer/Broker does not guarantee performance by the high bidder and therefore shall not be responsible if, for any reason, the high bidder shall refuse to submit a written offer conforming to the bidding at the auction sale, nor shall Auctioneer/Broker be responsible if the high bidder should fail to perform his agreement to purchase or comply with any memorandum of sale or sales contract that may thereafter be executed.

5. METHOD OF SALE:

The selling price shall be determined by competitive bidding at the auction sale. Seller reserves the right to accept or reject the final bids on the Property.

AUCTION LISTING CONTRACT WITH EXCLUSIVE RIGHT TO SELL
 Seller(s) initials _____; Auctioneer/Broker's initials WCK

6. **SELLER WARRANTIES:**

(a) Seller warrants title to said property, subject only to: (i) zoning ordinances affecting said property, (ii) general utility easements serving said property, (iii) leases, other easements, (iv) other restrictions as specified in the special stipulations of this contract, and the liens and encumbrances as follows (list each lien holder's name, address and account number if known; if none, write none in all capital letters, if additional space is needed attach as Exhibit ____):

(b) Seller agrees to indemnify and hold Auctioneer/Broker harmless in the event of any legal action as a result of any undisclosed liens, encumbrances or title defects.

(c) Seller agrees and warrants that he has the ability to satisfy all mortgages, liens, judgments and any other encumbrances and Seller further agrees to convey to the purchasers a good merchantable fee simple title by quit claim deed, free and clear of all liens and encumbrances except those put on or assumed by the purchaser(s) as part of the purchase price. Seller agrees to hold Auctioneer/Broker harmless from any costs or liability in the event of Seller's inability to perform under the terms of this Agreement or any Agreement entered into pursuant to this Agreement.

(d) If Seller is a corporation, Limited Liability Company, partnership, or other form of entity other than an individual, the undersigned as agents of the Seller hereby warrant and guarantee that they are authorized and empowered by the above named Seller to execute this contract on behalf of the Seller.

7. **DEFAULT:**

(a) If for any reason Seller defaults under the terms of this contract or any memorandum of sale, sales contract or listing contract executed hereunder, the Auctioneer/Broker's compensation as defined above and all unpaid advertising and promotional expenses advanced by Auctioneer/Broker will be due and payable to Auctioneer/Broker demand calculated at either the minimum listed price, sales memorandum price, or the sales contract price, whichever is applicable.

(b) In the event purchaser(s) default under the terms of any memorandum of sale, sales contract or other obligation to purchase the property obtained hereunder, Auctioneer/Broker shall receive one half of any and all earnest money forfeited (however, the amount received hereunder by Auctioneer/Broker shall not exceed the full amount had the transaction closed); and Seller shall receive the balance of said forfeited earnest money.

(c) In the event that purchaser(s) defaults under the terms of his, hers, its, or their obligations pursuant to any bid, memorandum of sale, or sales contract, and in the event that Auctioneer/Broker, with Seller's consent, incurs attorneys fees or costs in enforcing the purchaser(s)' obligations on behalf of the Seller, Seller hereby agrees to indemnify and hold Auctioneer/Broker harmless for any reasonable attorneys fees and costs of Court incurred by Auctioneer/Broker. Nothing contained herein obligates Auctioneer/Broker to enforce purchaser(s)' obligations.

8. **AUTHORITY OF AUCTIONEER/BROKER:**

(a) Auctioneer/Broker is authorized to sign any bid acknowledgement on behalf of and in the name of Seller, or in Auctioneer/Broker's own name, in connection with the sale of the Property.

(b) Auctioneer/Broker is authorized to accept, give receipt for, and hold all moneys paid or deposited. Deposits will be held in the escrow account of Auctioneer/Broker. In the event of any escrow deposit dispute, and the Auctioneer/Broker is in doubt as to the disbursement of escrow funds, Auctioneer/Broker shall have the right to release the money to a Court of competent jurisdiction, which shall determine the rights of the parties involved in the dispute, but in no case will the action waive the Seller's responsibility of the payment of the Auctioneer/Broker's compensation to the Auctioneer/Broker.

(c) Auctioneer/Broker is authorized to place auction advertising in such media as Auctioneer/Broker selects, and provide necessary support, promotional assistance, supplies and materials as the Auctioneer/Broker, in its sole discretion, shall be necessary to obtain the highest available bid for the Property, and to install auction signs on the Property.

(d) Auctioneer/Broker is hereby authorized to request the above lien holder(s) to release information to Auctioneer/Broker concerning the above lien(s), and to consent on behalf of Seller(s) to such release of information.

AUCTION LISTING CONTRACT WITH EXCLUSIVE RIGHT TO SELL
Seller(s) initials _____; Auctioneer/Broker's initials AKO

9. **LIMITATION OF LIABILITY:**

Auctioneer/Broker shall not be responsible for any damages, expenses, or other losses occurring by the high bidder at any auction sale refusing to submit or sign a written offer, contract, or memorandum of sale confirming his bid or refusing to perform on his agreement to purchase; and Auctioneer/Broker shall not be required to enforce any such obligations on behalf of the Seller. Seller understands that by this contract, Auctioneer/Broker does not guarantee the sale of the property, but Auctioneer/Broker will make a sincere and honest effort to procure a sale for the Property. In consideration of the efforts and expenditures by the Auctioneer/Broker, Seller shall indemnify the Auctioneer/Broker against all liability, loss and expenses, including reasonable attorneys fees and Court costs that the Auctioneer/Broker may incur as a result of any claim or suit against the Auctioneer/Broker by any person for personal injury or property damage sustained by such person while on or about the hereinabove described premises, due to Seller's negligence or any condition of the Property not caused by Auctioneer/Broker.

10. **CONDITION OF THE PREMISES:**

The Property is to be sold "as is, where is", with the Seller and Auctioneer/Broker making no guarantees as to the condition of the property. Seller shall completely disclose the true state of affairs with respect to the condition of the property using the attached Property Disclosure Statement and Seller authorizes Auctioneer/Broker to disclose this condition to prospective purchasers.

11. **INQUIRIES:**

Seller agrees to refer to the Auctioneer/Broker all inquiries from Brokers or others interested in the Property. Seller gives Auctioneer/Broker the sole and exclusive control of the sale of Seller's property from this date, and further binds himself not to interfere in the sale of the Property during the term of this contract, and any extensions hereof.

12. **EXTENSIONS:**

If a sale, lease or other transfer of the Property is made within 180 days after this contract or an extension thereof terminates, to parties with whom the Auctioneer/Broker negotiated during the terms hereof, or an extension hereof, then Seller agrees to pay the commission hereinafter set forth to Auctioneer/Broker.

13. **SPECIAL TERMS:**

- a. This agreement and any sale or auction is subject to bankruptcy court approval.
- b. This sale of the property is to be as-is and where is.
- c. Seller/Trustee will make no warranty pertaining to the property.
- d. Transfer of the estate's interest shall be by Trustee's Quit Claim Deed.
- e. Seller/Trustee has not performed or obtained a title search on the property and makes no representations as to whether there are liens or other claims against the property.
- f. The seller/Trustee reserves the right to cancel the sale or reject any bid if such action is deemed by him to be in the best interests of the bankruptcy estate.

14. **SELLER'S CLOSING COSTS:**

Seller shall pay the following costs at closing:
Deed Preparation
State of Georgia Transfer Tax

15. **MISCELLANEOUS**

- (a) The parties to this contract expressly agree that the laws of the State of Georgia shall govern the validity, construction, interpretation, and effect of this contract.
- (b) This writing constitutes the entire agreement between the parties and no modifications or change in this contract shall be valid or binding upon the parties involved, unless it is in writing and executed by the parties.
- (c) Auctioneer/Broker acts as agent for the Seller.

AUCTION LISTING CONTRACT WITH EXCLUSIVE RIGHT TO SELL
Seller(s) initials _____; Auctioneer/Broker's initials WJ

14. **SELLER'S CLOSING COSTS:**
Seller shall pay the following costs at closing:
Deed Preparation
State of Georgia Transfer Tax

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(a) The parties to this contract expressly agree that the laws of the State of Georgia shall govern the validity, construction, interpretation, and effect of this contract.

(b) This writing constitutes the entire agreement between the parties and no modifications or change in this contract shall be valid or binding upon the parties involved, unless it is in writing and executed by the parties.

(c) Auctioneer/Broker acts as agent for the Seller.

In witness whereof, the parties have executed this contract at _____ on the day and year first above written.

SELLER:

Walter W. Kelly
Seller's name

By:

C/12 Trustee
Name/Title:

Address: _____

City: _____, State: _____ Zip: _____

Phone: _____

Email: _____

SELLER:

Seller's name

By:

Name/Title:

Address: _____

City: _____, State: _____ Zip: _____

Phone: _____

Email: _____

THIS CONTRACT IS NOT BINDING UNTIL SIGNED BY AN OFFICER OF ROWELL AUCTIONS, INC.

ROWELL AUCTIONS, INC., GA R.E. Lic. #44780

By:

/s/ David C. Hart GA R.E. Lic. # _____
Officer's Name/Title:

Agent:

/s/ Mark L. Manley GA R.E. Lic. # _____
Agent's Name/Title:

AUCTION LISTING CONTRACT WITH EXCLUSIVE RIGHT TO SELL
Seller(s) initials _____; Auctioneer/Broker's initials _____

EXHIBIT "A"

5002 Barrington Drive, Albany, GA 31721

AUCTION LISTING CONTRACT WITH EXCLUSIVE RIGHT TO SELL
Seller(s) initials _____; Auctioneer/Broker's initials *W*

EXHIBIT B

Exhibit "B"

AUCTION PROMOTION SCHEDULE

NEWSPAPERS	Circulation	Ad Size	Inserts	Totals
Albany Herald <i>Albany, Ga</i>	46,860	2 x 5	3	\$ 1,091.56
Lee County News <i>Leesburg, GA</i>	3,200	2 x 5	3	\$ 176.48
SGA Sunday Central <i>Moultrie/Tifton, GA</i>	18,400	2 x 5	2	\$ 395.77
Newspapers Total	68,460			\$ 1,663.81
PERIODICALS				
Albany Real Estate Book		full page		\$ 525.00
Periodicals Total				\$ 525.00
SEARCH ENGINE OPTIMIZATION				
Keyword Advertising				\$ 500.00
Google base				\$ 41.18
Search Engine Optimization Total				\$ 541.18
INTERNET LISTINGS				
albanyherald.com		p/u of print ad	no charge	
SGA Media Group			\$ 11.48	
homes.com			\$ 235.30	
trulia.com			\$ 147.06	
zillow.com			\$ 117.55	
auctionzip.com			no charge	
Rowellauctions.net			\$ 375.00	
Internet Listings Total			\$ 886.39	
ELECTRONIC ADVERTISING				
Constant Contact		3	\$ 350.00	
Electronic Advertising Total			\$ 350.00	
DIRECT MAIL MARKETING				
2,500, 8.5 X 5.5, 4 Color Postcards			\$ 535.00	
First Class Postage and Mailing Costs			\$ 980.00	
Mailing Lists			\$ 150.00	
Direct Mail Marketing Total			\$ 1,665.00	

AUCTION LISTING CONTRACT WITH EXCLUSIVE RIGHT TO SELL
 Seller(s) initials _____; Auctioneer/Broker's initials 

ONSITE ADVERTISING

Location Signs	\$ 50.00
Onsite Advertising Total	\$ 50.00
<hr/>	
TOTAL BUDGET	\$ 5,681.38

AUCTION LISTING CONTRACT WITH EXCLUSIVE RIGHT TO SELL
Seller(s) initials _____; Auctioneer/Broker's initials (a)

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF GEORGIA
ALBANY DIVISION

In re: : BANKRUPTCY CASE
:
W.M. Hall's Farm, Inc., a/k/a Daisey Hall : NO: 04-12556 jtl
Thomas :
:
Debtor(s) : CHAPTER 12
:

CERTIFICATE OF SERVICE

I hereby certify that I have furnished a true copy of the **MOTION BY WALTER W. KELLEY, TRUSTEE, TO SELL REAL ESTATE AT PUBLIC AUCTION OUTSIDE THE ORDINARY COURSE OF BUSINESS PURSUANT TO 11 U.S.C. §363(b) AND 11 U.S.C. §363(f), FREE AND CLEAR OF ALL LIENS, ENCUMBRANCES, MORTGAGES, SECURITY INTERESTS, CHARGES AND CLAIMS OF EVERY KIND AND DESCRIPTION, KNOWN AND UNKNOWN, WITH ALL VALID LIENS TO ATTACH TO THE PROCEEDS** and Notice by depositing the same in the United States Mail, in a property addressed envelope with sufficient postage thereto affixed to insure delivery to those listed below and to all parties listed on the attached Exhibit "C".

**DAISEY HALL THOMAS
5002 BARRINGTON DRIVE
ALBANY, GA 31721**

**RAY HOLLAND
ATTORNEY FOR DEBTOR
hollandlawofficenotices@mindspring.com**

**ELIZABETH A. HARDY
ASSISTANT U. S. TRUSTEE
Ustp.region21.mc.ecf@usdoj.gov**

This, the 3rd day of December, 2009.

/s/ Walter W. Kelley
WALTER W. KELLEY

EXHIBIT C

ALLTEL
BLDG 4 SECOND FLOOR
ONE ALLIED DRIVE
LITTLE ROCK AR 72202-2099

BAKER COUNTY TAX COMMISSIONER
MONA H SMITH
PO BOX 450
NEWTON GA 39870

Bank of Dawson
P.O. Box 230
Dawson, GA 31742

Bank of Dawson
P.O. Box 239
Dawson, GA 39842

CAPITAL ONE F S B.
P O BOX 530081
ATLANTA GA 30353-0081

CAPITAL ONE FSB
PO BOX 85167
RICHMOND VA 23285

CARD SERVICES
P O BOX 2181
COLUMBUS GA 31901-2181

CHEVRON
P O BOX 2001
CONCORD CA 94529-0001

Chevron
P O Box 530950
Atlanta, GA 30353-0950

Chevron
P O Box 981430
El Paso, TX 79998-1430

CHRYSLER FINANCIAL
P O BOX 9223
FARMINGTON HILLS MI 48333-9223

CINGULAR WIRELESS
C/O CREDITORS BANKRUPTCY SERVICE
PO BOX 740933
DALLAS TX 75374

CINGULAR WIRELESS
P O BOX 772349
OCALA FL 34477-2349

CITIBANK USA
DBA THE HOME DEPOT
PO BOX 9025
DES MOINES IA 50368

CITIFINANCIAL MORTGAGE
dba OFFICE DEPOT
P.O. BOX 9025
DES MOINES, IA 50368

CITIFINANCIAL MORTGAGE COMPANY
P.O. BOX 140609
IRVING, TX 75014

CITY OF NEWTON
P O BOX 441
NEWTON GA 31770

CITY OF NEWTON
PO BOX 450
NEWTON GA 39870-0441

CITY OF NEWTON GA
PAT HART CITY CLERK
PO BOX 238
NEWTON GA 39870

COLLIER GAMBLE
177 SOUTH MAIN ST.
DAWSON GA 39842

COLUMBUS BANK & TRUST
PO BOX 120
COLUMBUS GA 31902

DaimlerChrysler Financial Services Americas, LLC
c/o Shermeta, Adams & Von Allmen, PC
PO BOX 80908
Rochester Hills, MI 48308

DAIMLERCHRYSLER SERVICES NORTH AMERICA
ATTN CARRIE AN ROHRSCHEIB ESQ
ONE MEMPHIS PLACE
200 JEFFERSON AVE STE 1450
MEMPHIS TN 38103

Daisey Hall Thomas
5002 Barrington Dr.
Albany, GA 31721

David B. Collins, MSA
P.O. Box 1741
Duluth, GA 30096

E R SOLUTIONS INC
P O BOX 9004
RENTON WA 98057-9004

E. Dunn Stapleton
Watson, Spence, Lowe & Chambliss, LLP
P.O. Box 2008
Albany, GA 31702

Gloria Hall Bynes
Route 2, Box 1472
Newton, GA 39870

Hilton Grand Vacations Company
Attn: Owner Services
6355 Metrowest Blvd., Suite 180
Orlando, FL 32835

Ilene Hall Farley
5347 Kanawha Court
Stone Mountain, GA 30087

James W. Godbee Jr.
3488 North Valdosta Road
P O Box 2241
Valdosta, GA 31604

Jessie L. Hall
Route 2, Box 1470
Newton, GA 39870

LOWES
P O BOX 4554
DEPT 79
CRLSTRM IL 60197-4554

OFFICE DEPOT CREDIT PLUS
P O BOX 9020
DES MOINES IA 50368-9020

Ray Holland
Attorney at Law
PO Box 824
Ashburn, GA 31714-0824

Robert Lee Leach
2618 East Doublegate
Albany, GA 31721

Ruby Nell Hall
Route 2, Box 1460
Newton, GA 39870

SAMS CLUB
PO BOX 4596
CAROL STREAM IL 60197-4596

SELECT PORFOLIO
10302 DEERWOOD PARK
JACKSONVILLE FL 32256
ATTN: ANGELA BOX

SELECT PORTFOLIO SERVICING INC
PO BOX 65450
SALT LAKE CITY UT 84165

Select Portfolio Servicing, Inc.
3815 South West Temple
Salt Lake City, UT 84115

SEMINOLE APPRAISAL SERVICES INC
P O BOX 526
COLQUITT GA 39837

THE HOME DEPOT
P O BOX 6029
THE LAKES NV 88901-6029

Tom Drake Hall
Route 2 Box 1470
Newton, GA 39870

Tom Drake Hall
Route 2, Box 1400
Newton, GA 39870

U.S. Trustee - MAC 12
440 Martin Luther King Jr Boulevard
Suite 302
Macon, GA 31201

W M HALL S FARMS INC
5002 BARRINGTON DR.
ALBANY GA 31721

Willie E. Hall
Route 2, Box 1470
Newton, GA 39870